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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Prepared By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136

**C O N T R A C T**

THIS AGREEMENT made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ A.D.  
by and between MALLARD FLATS 2 LLC

of the County of Madison, State of Iowa, party of the first part and the Madison County Board of Supervisors acting for Madison County, party of the second part.

**WITNESSETH:**

For good and valuable consideration, the party of the first part hereby agrees to sell and to give an easement or deed to the county for use as a Public Highway the real estate situated in the County of Madison, State of Iowa, to wit:

In Section	<u>31</u>	Township	<u>77 N</u>	Range	<u>26 W</u>	Beginning at:
Station	<u>100+51.68</u>	to Station	<u>100+75.00</u>	a strip	<u>40.00 - 45.00</u>	feet wide <u>RIGHT</u> side, from
Station	<u>100+75.00</u>	to Station	<u>101+50.00</u>	a strip	<u>45.00</u>	feet wide <u>RIGHT</u> side, from
Station	<u>101+50.00</u>	to Station	<u>102+25.00</u>	a strip	<u>45.00 - 65.00</u>	feet wide <u>RIGHT</u> side, from
Station	<u>102+25.00</u>	to Station	<u>104+00.00</u>	a strip	<u>65.00</u>	feet wide <u>RIGHT</u> side, from
Station	<u>104+00.00</u>	to Station	<u>104+50.00</u>	a strip	<u>65.00 - 50.00</u>	feet wide <u>RIGHT</u> side, from
Station	<u>104+50.00</u>	to Station	<u>105+47.90</u>	a strip	<u>50.00 - 40.00</u>	feet wide <u>RIGHT</u> side, from
Station	_____	to Station	_____	a strip	_____	feet wide _____ side, from
Station	_____	to Station	_____	a strip	_____	feet wide _____ side, from
Station	_____	to Station	_____	a strip	_____	feet wide _____ side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for Project No. BROS-C061(119)-5F-61.

Party of the first part agrees that the County may take immediate possession of the above-described real estate and further agrees to convey same to the County for the consideration hereinafter named, on or before the 10<sup>th</sup> day of November, 2020.

The County agrees to purchase the above-described real estate and take easement or deed thereto for road purposes and to pay therefor upon delivery of easement or deed, showing merchantable title.

Approximately <u>0.17</u> acres at \$ <u>8,943.28</u> per acre	\$ <u>1,520.36</u>
Approximately <u>20</u> rods of new fence at \$ <u>71.03</u> per rod	\$ <u>1,420.60</u>
Other: <u>Extra braces and posts for change in fence direction (5 @ \$437.43)</u>	\$ <u>2,187.15</u>
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
General Damage <u>Any and All</u>	\$ <u>500.00</u>

TOTAL.....\$ 5,628.11

Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at the agreed unit prices. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Party of the first part agrees to pay all liens and assessments against the property including taxes payable to the date agreed. Party of the first part is hereby notified of their right of renegotiation pursuant to the provisions of Iowa Code Chapter 6B.

This contract will be null and void if a construction contract for the project is not entered into by Madison County by July 1, 2022.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 19<sup>th</sup> day of October, 20 20, at Ames, Iowa.

Mallard Flats 2 LLC, Linda A Carver  
Name: MALLARD FLATS 2 LLC, by: LINDA A CARVER

Name: \_\_\_\_\_

Party of the First Part

STATE OF IOWA )  
 ) ss  
COUNTY OF Story )

On this 19<sup>th</sup> day of October, 20 20, before me, the undersigned a Notary Public in and for said County and State personally appeared MALLARD FLATS 2 LLC, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Kurt D Olson  
Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 28<sup>th</sup> day of December, 20 20, at Winterset, Iowa.



MADISON COUNTY  
BOARD OF SUPERVISORS  
BY: [Signature]  
PHIL CLIFTON, Chairman

BY: [Signature]  
SHELLEY D. KASTER, Madison County Auditor

Party of the Second Part

STATE OF IOWA )  
 ) ss  
COUNTY OF MADISON)

On this 28<sup>th</sup> day of December, 20 20, before me, Emily Reidburn, a Notary Public in and for the State of Iowa, personally appeared PHIL CLIFTON and SHELLEY D. KASTER, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Madison, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, under Roll Call Vote of the Board of Supervisors on the 28<sup>th</sup> day of December, 20 20, and PHIL CLIFTON and SHELLEY D. KASTER, acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of the corporation, by it voluntarily executed.



[Signature]  
Notary Public in and for the State of Iowa